



# **Strategic Partnerships with Industry - Research and Training Scheme**

## **Conditions of Grant 2001**

as agreed between the

**COMMONWEALTH OF AUSTRALIA**

as represented by the

**Australian Research Council**

and the

**«*Institution\_Name*»**

**THESE CONDITIONS OF GRANT** are agreed this ..... day of .....  
.....(year)

**BETWEEN**

**THE COMMONWEALTH OF AUSTRALIA** ('the **Commonwealth**'),

as represented by and acting through the Australian Research Council ('the **ARC**');

**AND**

«Institution\_Name» ('the **Institution**').

**AS A CONDITION OF THE RECEIPT BY THE INSTITUTION OF FUNDING UNDER THE *HIGHER EDUCATION FUNDING ACT 1988*, THE INSTITUTION AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS OF GRANT IN RESPECT OF THE**

**STRATEGIC PARTNERSHIPS WITH INDUSTRY - RESEARCH AND TRAINING (SPIRT) SCHEME**

**1. Definitions**

In these Conditions of Grant, unless the contrary intention appears:

**'the Act'** means the *Higher Education Funding Act 1988* or subsequent relevant legislation, as amended from time to time;

**'Australian Postgraduate Award (Industry)'** or **'APAI'** means the financial assistance provided by the Commonwealth through the Institution to support a postgraduate research student to complete either a Masters or PhD degree through the Project identified by the application number which appears in Column 1 of Annexure A;

**'Australian Postdoctoral Research Fellowship (Industry)'** or **'APDI'** means an individual Australian Postdoctoral Research Fellowship (Industry) awarded to an eligible researcher named in Column 10 of Annexure A;

**'APAI Postgraduate Research Student'** means a postgraduate research student who is in receipt of an Australian Postgraduate Award (Industry);

**'APDI Fellow'** means a postdoctoral researcher who is in receipt of an APDI;

**'Approved Proposal'** means a proposal for expenditure for purposes that will assist programmes of research undertaken by Institutions under section 23 of the Act approved by the Minister and, in these Conditions of Grant, includes all Projects funded at a particular Institution and set out in Annexure A;

**'ARC'** means the Australian Research Council, as established under the *Employment, Education and Training Act 1988* or subsequent relevant legislation, as amended from time to time, to make recommendations to the Minister on the allocation of research funds, and includes the members of its Committees and Panels;

**'ARC's website'** is <http://www.arc.gov.au/>

**'Asset'** includes personal, real or incorporeal property, but shall not mean intellectual property;

**'Audited Financial Statement'** means the statement to be submitted by the Institution by 30 June each year in accordance with subsection 23(5) of the Act;

**'Chief Investigator'** means the person or persons named in the Project Application as Chief Investigator for a particular Project;

**'the Commonwealth'** means the Commonwealth of Australia;

**'End of Year Report'** means the report described in clauses 29.6 and 29.7;

**'Exceptions Report'** means the report described in clauses 29.2 and 29.3;

**'the Director'** means the occupant from time to time of the position of the Director of the Programme Management Section of the ARC, or of any other Section to which the administration of the Strategic Partnerships with Industry - Research and Training Scheme may be allocated;

**'Final Report'** means the report described in clause 29.10;

**'Grant'** means the amount of financial assistance payable by the Commonwealth to the Institution under subsection 23(3) of the Act for an Approved Proposal;

**'Industry Partner'** means the company, government agency, incorporated body or other industrial collaborator specified in Column 4 of Annexure A as the Industry Partner;

**'Industry Partner Contribution'** means the financial and in-kind contribution for a Project provided by the Industry Partner to the Institution;

**'Institution'** means the higher education institution or body approved by the Minister under section 23 of the Act as the institution responsible for administering the Grant;

**'Intellectual Property'** includes all copyright and neighbouring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade

secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

**‘Material’** includes documents, equipment, software, goods, information and data stored by any means;

**‘the Minister’** means the Minister from time to time responsible for the administration of the Act, or the Minister’s delegate;

**‘Partner Investigator’** for a Project means the person or persons named in the Project Application as a Partner Investigator for a particular Project;

**‘Personnel’** means those persons involved in the conduct of the Project;

**‘Progress Report’** means the report described in clause 29.8;

**‘Project’** means the Project or Projects which form part of the Approved Proposal and which are set out in Column 3 of Annexure A;

**‘Project Application’** means the application for a Project which was lodged with the ARC and given the application number which appears in Column 1 of Annexure A;

**‘Responsible Officer’** of the Institution means the Vice-Chancellor or an officer nominated by him/her for the purposes of clauses 28.2, 29.7, 30.2, 35.2, 36.1, D2.1, D7.3 and E5.3;

**‘Specified Personnel’** for each Project means the Team Leader, Chief Investigator(s) and Partner Investigator(s) named in Column 2 of Annexure A and APDIs named in Column 10 of Annexure A; and

**‘Team Leader’** for a Project means the person named in the Project Application as the Team Leader for a particular Project.

## **2. Interpretation**

2.1 In these Conditions of Grant, unless the contrary intention appears:

- (a) words in the singular number include the plural and words in the plural number include the singular;
- (b) words importing a gender include any other gender;
- (c) words importing persons include a partnership and a body whether corporate or otherwise;
- (d) condition headings are inserted for convenience only and have no effect in limiting or extending the language of provisions, except for the purpose of rectifying any erroneous cross-reference;
- (e) all references to conditions are to conditions in these Conditions of Grant;

- (f) a reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth and, if it has been or is amended, is a reference to that statute or other legislation as amended;
- (g) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning; and
- (h) all references to dollars are to Australian dollars.

2.2 These Conditions of Grant are subject to the Act. If there is any conflict between these Conditions of Grant and the Act, then the Act prevails.

### **3. Entire Agreement and Variation**

3.1 These Conditions of Grant, including annexures, will constitute the entire agreement between the parties and supersede all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of these Conditions of Grant.

3.2 The Institution and the Commonwealth can agree to vary these Conditions of Grant. To be legally binding any variation must be in writing and signed by both parties.

### **4. Grant Period**

4.1 Subject to these Conditions of Grant and the Act, the Grant period is from 1 January to 31 December of the years for which funding is provided as set out in Annexure A for each Project, or until it is otherwise terminated.

### **5. Grant Funds**

5.1 The Commonwealth will pay to the Institution, by way of financial assistance in accordance with the Act, the amounts which are set out in the Approved Proposal, which is exclusive of GST, where 'GST' has the meaning as given in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999*. For government-related entities (such as a government funded university or research institute) there will be no GST payable on the funding transaction between the entity and the ARC. Non-government-related entities, which are liable to pay GST on this transaction with the ARC, will receive a base-funding amount and an additional amount to cover the GST.

5.2 The Commonwealth shall have the right to unilaterally vary the amounts set out in the Approved Proposal.

5.3 The Commonwealth shall have the right to unilaterally vary Annexure B to reflect annual adjustments in the ARC Salary and Allowances Provisions.

5.4 Where the Commonwealth exercises its rights under sub-clauses 5.2 or 5.3 above, it shall inform the Institution of the variation within forty-five (45) days of that variation.

## **6. Payment of the Grant**

6.1 The Commonwealth will pay the Grant to the Institution in accordance with section 111 of the Act.

## **7. Use of the Grant - activities and facilities**

1 The Institution will ensure that each Grant is applied in accordance with:

- (a) these Conditions of Grant, in a diligent and competent manner; and
- (b) the aims and research plan contained in the Project Application submitted by the Institution.

7.2 The Institution must provide the basic facilities required for each Project. Basic facilities include (but are not limited to):

- (a) suitably equipped and furnished office accommodation;
- (b) for any laboratory-based Project, adequate access to workshop services ie. machine tools and qualified technicians available to each member of staff, according to need, for research;
- (c) access to a basic library collection, standard references and funds for abstracting services;
- (d) access to basic computer facilities, including word processing and access to the Internet;
- (e) adequate computing time (excluding access to high performance computers unless specified in the Project Application),
- (f) photocopying, telephone and microfilm reading facilities; and
- (g) time to do the Project.

## **8. Use of the Grant - budget**

8.1 The Institution shall ensure that expenditure on each Project is in accordance with the aims and research plan of the Project and within the broad structure of the Project budget contained in the Project Application.

8.2 The Institution shall not use the Grant:

- (a) for purposes specifically excluded in the SPIRT Scheme Guidelines for Year 2001 Grants; or
- a for purposes specifically excluded in these Conditions of Grant.

## **9. Use of the Grant - provision of salaries for Personnel and for relief from teaching and other duties**

- 9.1 Grant funds must not be used for the payment of a Team Leader's, Chief Investigator's, Partner Investigator's or Associate Investigator's salary, unless they are an APDI Fellow.
- 9.2 Grant monies may not be used for the payment of a Partner Investigator's or of an Industry Partner's representative's costs incurred because of their involvement in the Project, except for:
- (a) in the case of overseas-based Partner Investigators only, their travel and living expenses while within Australia (but not in travelling to Australia) associated directly with visits for the purposes of the Project; and
  - (b) purposes outlined in the Project Application and not prohibited as a Special Condition as specified in Column 10 of Annexure A.
- 9.3 If expenditure is incurred as allowed for in clause 9.2 above, the Institution shall ensure that expenditure is in accordance with the broad structure of the budget, aims and research plan contained in the Project Application.
- 9.4 Grant funds may be used by the Institution to employ Personnel other than the Specified Personnel where provision for such was included in the Project Application. They may be employed full-time or part-time, as required.
- 9.5 The Institution must ensure that a person who is studying full-time for a postgraduate degree or other postgraduate qualification shall not be employed on a Project for more than 20 hours per week or such lesser time as the internal policies and procedures of the Institution provide.
- 9.6 In respect of Personnel other than Team Leaders, Chief Investigators or Partner Investigators, unless the Minister otherwise determines:
- (a) the provision of salaries, recreation leave, sick leave and other conditions of employment for Personnel shall be those of the Institution; and
  - (b) in recruiting Personnel, the Institution shall follow its normal recruitment procedures.
- 9.7 The Institution must ensure that any Personnel who are employed full-time on the Project and whose salary is provided from Grant funds shall not, without the prior agreement of the Minister:
- (a) accept additional appointments, employment or remuneration from any other source which will result in that person receiving a total of more than \$3,000 per annum for those appointments, employment or other activity; or
  - (b) accept any remuneration whatsoever from any source other than the Institution in respect of work performed on the Project. This does not preclude Industry Partner's cash contribution to the Institution being used to raise the levels of the salaries paid to Personnel (including APDIs but not other Specified Personnel).
- 9.8 Grant funds may only be used for the relief of Personnel from teaching or other duties if it is so specified as a Special Condition for the Project in Column 10 of Annexure A. If it is so specified, the amount of Grant monies which can be used by the Institution for teaching or other relief is equal to the lowest increment level (Increment Level B1, ARC Salary Provision plus 26% on-costs) of the Australian Research Fellowships Category, as set out in Annexure

B, reduced pro rata for the period of relief from teaching or other duties.

- 9.9 The Institution must make up any shortfall between the Grant monies which can be used by the Institution for teaching or other relief and the prevailing salary levels from sources other than this Grant, so the Personnel concerned are no worse off financially than their peers.

## **10. Application for Increase in Funding for a Project**

- 10.1 If the Institution is of the view that the level of Commonwealth financial assistance for a Project is inadequate, the Institution may make a new stand-alone Project Application. However, should the Institution do so:
- (a) the new Project Application will compete against all other new applications in that year;
  - (b) all funding (including funding in future years) for the Project will be withdrawn, and the grant will be modified accordingly, at and as from the end of the year in which the new Project Application was lodged with the ARC, whether or not the new Project Application is approved; and
  - b if the new Project Application is successful, the Minister may approve financial assistance for the new Project at a level less than, or greater than, the amount approved for the original Project.

## **11. Industry Partner Agreements**

- 11.1 The Institution must not allow a Project to commence, nor Grant funds to be expended, until the Project's Industry Partner and the Institution have entered into a written agreement which specifies that the Industry Partner agrees to comply with these Conditions of Grant and which also includes conditions about:
- (a) the role of the Industry Partner in the Project;
  - (b) the provision of the Industry Partner Contribution to the Project; and
  - (c) Intellectual Property arrangements.
- 11.2 If the Institution and the Industry Partner are not able to come to an agreement by the final date for commencement, as specified in clause 13.1, the Project must be terminated.
- 11.3 The Institution must ensure that each Project's Industry Partner Contributions are adequate, using the criteria set out in Annexure F.
- 11.4 The Institution must ensure that the Industry Partner provides contributions as set out in the Project Application. Where the Commonwealth's financial assistance is less than that requested of the Commonwealth in the Project Application, the Industry Partner Contribution may be reduced by the same proportion. Nevertheless, the Industry Partner Contribution must at least match the total amount provided by the Commonwealth on a dollar-for-dollar basis.
- 11.5 Where the Commonwealth has provided a stipend for an APAI student, the Industry Partner need only contribute a minimum of \$5000 in cash and \$5000 in cash or in kind (ie. \$10000 in total) for each year that each student is to receive a stipend. However, if the Commonwealth provides financial assistance for Project costs over and above the APAI stipend, the Industry

Partner Contribution must at least match the amount provided by the Commonwealth on a dollar-for-dollar basis.

- 11.6 For the purposes of the agreement referred to in clause 11.1 above, the total amount of financial assistance to be provided by the Commonwealth is to be treated as a contribution by the Institution to the Project.
- 11.7 The Institution must ensure that Industry Partners are kept informed of progress on the Project.
- 11.8 Once the written agreement for a Project has been entered into by all participating Industry Partners and the Institution, the Institution must provide to the Director the report “Industry Partner Agreed Contribution” which will be available on the ARC’s website.
- 11.9 If the written agreement between an Industry Partner and the Institution is revised to change the level of Industry Partner Contribution, the Institution must provide to the Director a revised report “Industry Partner Agreed Contribution” which will be available on the ARC’s website.

## **12. Default of Industry Partner**

- 12.1 If the Institution becomes aware that an Industry Partner for a Project cannot meet its obligations under these Conditions of Grant or under the agreement between itself and the Institution referred to in clause 11 above, the Institution must either:
  - (a) find a replacement Industry Partner for the Project and conform with the requirements of clause 12.3 below ;or
  - (b) terminate the Project.
- 12.2 The institution must complete an alternative described in clause 12.1 above within three months from the date of notification from the Industry Partner or from the date on which the Institution became aware that the Industry Partner is not meeting its obligations, whichever is the earlier. Failure to do so will result in immediate termination of the Project.
- 12.3 By the end of the three-month period referred to in clause 12.2:
  - (a) the Institution must request, in writing, the Minister’s approval of a replacement Industry Partner;
  - (b) the replacement Industry Partner must provide a written undertaking to provide a contribution which will maintain a matching contribution to the financial assistance provided by the Commonwealth; and
  - (c) the Institution and the replacement Industry Partner must enter into a written agreement of the type set out in clause 11 above.
- 12.4 The Minister may approve the replacement Industry Partner if the replacement Industry Partner:
  - (a) meets the eligibility criteria as specified in the SPIRT Scheme Guidelines for Year 2001 Grants; and

(b) is recommended by the ARC to the Minister for approval.

12.5 If the Minister approves the replacement Industry Partner, the Institution must provide to the Director a report regarding “Industry Partner Agreed Contribution” which will be available on the ARC’s website.

### **13. Commencement of Project - final date for commencement and Industry Partner written agreements**

13.1 The Project must commence by 31 October in the first year of the Grant Period. Failure to do so will result in the termination of any individual Projects which have not commenced.

### **14. Deferral of Project**

14.1 If the Institution wishes to defer commencement of a Project beyond 31 October in the year for which approval was first given by the Minister for the Project or to defer continuation of a Project, written application, with appropriate justification, must be made to the Director, through the Institution’s Research Office. The Institution must not defer the Project unless the Institution has received written permission from the ARC, on the basis of a decision by the Minister, except where the Responsible Officer approves the deferral for an APAI in accordance with clause D2.

### **15. Specified Personnel**

15.1 The Institution shall ensure that the Specified Personnel will conduct the Project in a diligent and competent manner and will comply with these Conditions of Grant.

15.2 The Institution shall provide each Chief Investigator or Team Leader with a copy of these Conditions of Grant within a reasonable time after the beginning of the Grant period.

### **16. Change of Team Leaders, Chief Investigators or Partner Investigators**

16.1 If any Specified Personnel (excluding APDIs) for a Project are no longer able to continue the Project, it may be continued by substitute personnel, provided that they meet the eligibility criteria as specified in the SPIRT Scheme Guidelines for Year 2001 Grants.

16.2 If such a change involves Team Leaders, Chief Investigators or Partner Investigators, it must be requested in writing to the Minister as soon as it is known that the Specified Personnel will not be able to continue on a Project.

### **17. Negation of Employment by the Commonwealth**

17.1 Personnel, including Specified Personnel, shall not, by virtue of the Grant or these Conditions of Grant, be deemed to be in the service or employment of the Commonwealth.

## **18. Accuracy of Information/Malpractice**

- 18.1 The Grant is subject to the condition that the information contained in all Project Applications is accurate and not misleading. The Commonwealth will regard inaccurate and misleading information as including, but not being limited to, claiming fictitious track records, inflating funds obtained from other sources and making false claims in the publication record, eg. describing a paper as accepted for publication when it has only been submitted.

## **19. Conduct of Research**

- 19.1 Research Projects shall be conducted in accordance with any special conditions specified in these Conditions of Grant.
- 19.2 The Institution will ensure that a research Project under these Conditions of Grant will not be permitted to proceed without appropriate ethical clearances having been obtained from the relevant committees and/or authorities referred to in Annexure C or prescribed by the Institution's research rules. Responsibility for ensuring such clearances have been obtained remains with the Institution.
- 19.3 The Institution must comply with any special conditions in Column 10 of Annexure A as may apply to the individual Projects listed in Annexure A.

## **20. Conduct of Elements of Projects - identification of APAI and APDI**

- 20.1 If a Project has an APAI element, the number of awards to be made to APAI Postgraduate Research Students as part of the Project appear in Column 8 of Annexure A. The Institution must conduct these Projects in accordance with the Special Conditions for APAIs at Annexure D. The Special Conditions for APAIs form part of these Conditions of Grant.
- 20.2 If a Project has an APDI element, the number of APDIs awarded appears in Column 9 of Annexure A. The name(s) of the person(s) awarded the APDI and their salary + on-costs appears in Column 10 of Annexure A. The Institution must conduct these Projects in accordance with the Special Conditions for APDIs at Annexure E. The Special Conditions for APDIs form part of these Conditions of Grant.

## **21. Material produced under these Conditions of Grant**

- 21.1 The Institution shall establish and comply with its own procedures and arrangements for the ownership of all material produced as a result of any research Project under these Conditions of Grant.
- 21.2 Subject to any agreement to the contrary with an Industry Partner which can be justified to the satisfaction of the ARC on the grounds of commercial sensitivity (including Intellectual Property considerations), the Institution shall ensure that Team Leaders, Chief Investigators and Partner Investigators:

- (a) take reasonable care of and safely store any data or specimens or samples collected during, or resulting from, the conduct of their Project; and
- (b) make arrangements acceptable to the ARC for lodgement with an appropriate museum or archive in Australia of data or specimens or samples collected during, or resulting from, their Project; and
- (c) include details of the lodgement or reasons for non-lodgement in the Final Report for the Project.

## **22. Assets**

- 22.1 The Institution shall establish and comply with its own procedures and arrangements for purchasing, installing, recording, maintaining and insuring an item of equipment purchased with Grant money.
- 22.2 The Institution shall ensure that any Personnel shall have first priority in the use and operation of the equipment purchased for the Project and the Institution shall so far as practicable permit persons authorised by the Minister's delegate to have access to that equipment in preference to other persons.
- 22.3 The ownership of any Asset purchased wholly or partly with the Grant shall be vested in the Institution, located on its campus and listed in its assets register unless:
- (a) otherwise specified in the Project Application;
  - (b) the Project is terminated, in which case the Minister may, by notice in writing, require the transfer of any such item of equipment to the Commonwealth; and/or
  - (c) Team Leader(s) or Chief Investigator(s) transfer to another Institution, in which case the equipment purchased with Grant funds may be transferred to that Institution in accordance with clause 30 below.

## **23. Intellectual Property**

- 23.1 The Institution must adhere to an Intellectual Property policy, approved by the Institution's governing body, which has as one of its aims the maximisation of benefits arising from research.

## **24. ARC Assessments**

- 24.1 The Institution must ensure that Team Leaders and Chief Investigators undertake, for the ARC on behalf of the Commonwealth, a reasonable number of assessments of new applications for funding under the Act.
- 24.2 If a Team Leader or Chief Investigator fails, in the view of the ARC, to undertake a reasonable number of assessments when requested to do so by the ARC, the ARC will notify the Institution in writing of that failure.

24.3 If a Team Leader or Chief Investigator does not undertake a reasonable number of assessments within a period specified by the ARC in the notice referred to in clause 24.2 above, the Institution will be considered to be in breach of these Conditions of Grant and the Commonwealth will cease to provide further grant funds for any Project in which the Team Leader or Chief Investigator is involved.

## **25. Research Evaluation Programme**

25.1 The Institution shall ensure that researchers are available to contribute to, and participate in, any Research Evaluation Programme (REP) exercise relating to their Projects during, and for a reasonable period after the conclusion of, their Projects. Evaluations undertaken through the REP assist the Department of Education, Training and Youth Affairs, on behalf of the Commonwealth, to review the outcomes of research supported by research programmes.

## **26. Acknowledgments, Publications and Publicity**

26.1 Subject to commercial sensitivities or Intellectual Property considerations, the outcomes of research Projects are expected to be communicated to the research community and, where appropriate and possible, to the community at large.

26.2 When, at any time during or after completion of a research Project, the Institution publishes promotional material, books, articles, television or radio programmes, newsletters or other literary or artistic works which relate to the Project, the Institution shall acknowledge, at a prominent place in the publication, the support of the ARC.

## **27. Administration of the Grant**

27.1 The Institution must maintain reasonable records relating to the Grant in general and the Project(s) conducted with the Grant, in particular to ensure its compliance with these Conditions of Grant.

## **28. Audit and Monitoring**

28.1 The ARC may conduct ad hoc on-site reviews in relation to financial and other reports to ensure these Conditions of Grant are being, or were, met and that reports submitted to the ARC are an accurate statement of compliance by the Institution. Persons nominated by the ARC to conduct these reviews are to be given full access by the Institution, if required, to all accounts, records, documents and premises in relation to the Grant and the administration of the Grant funds in general.

28.2 The Institution is responsible for monitoring the progress of the Grant and certifying to the ARC that progress is satisfactory in the End of Year Report. If at any time, in the opinion of the Responsible Officer, the Grant is not being carried out with competence and diligence, or in accordance with these Conditions of Grant, the Institution shall take all action necessary to minimise further expenditure in relation to the Grant and to inform the Commonwealth immediately.

## **29. Reporting Requirements**

29.1 The Institution must submit the following reports and statement, in accordance with these Conditions of Grant and the Act, in the format required by the ARC, if specified.

### *Exceptions Report*

29.2 The Institution must submit an Exceptions Report for the Approved Proposal, including each Project, by 1 November in each year of the Grant period. The ARC will provide the Institution with a proforma for this report.

29.3 All financial data in the Exceptions Report is to cover the period from the payment to the Institution of the Grant funds until 30 October in the year of the Grant period to which the Exceptions Report relates.

### *End of Year Report*

29.4 Under paragraph 108(c) of the Act, Grant funds provided by the Commonwealth to the Institution which are not spent during the year of the Grant period to which those funds were allocated may be carried over where the Minister approves the carrying over of unspent funds. The usual mechanism for the Institution to seek this approval is through the End of Year Report.

29.5 Carryover of Grant funds may not be approved for a period of more than 12 months beyond the end of the Grant Period.

29.6 The Institution shall submit, by 31 March in the year following each calendar year for which the Grant was awarded, an End of Year Report reporting on indicative funding allocated as specified in Columns 5 to 7 of Annexure A and any financial assistance carried forward from previous years. The ARC will provide the Institution with a proforma for this report. The End of Year Report will contain information on all expenditure under the Approved Proposal, on a Project by Project basis, including:

- (a) any unspent financial assistance to be recovered by the Commonwealth;
- (b) any unspent financial assistance that the Institution is seeking to have carried over into the next year; and
- (c) a statement of the reasons why the unspent financial assistance is required to be carried over.

29.7 As part of the End of Year Report, the Responsible Officer must certify for each Project what the Industry Partner Contribution has been in relation to that Project and that it has been provided in accordance with the agreement in clause 11, and that, to the best of his/her knowledge, the Industry Partner does not intend to withdraw or reduce its contribution to the Project.

### *Progress Report*

- 29.8 The Institution shall require all Team Leaders and Chief Investigators to provide an annual Progress Report in respect of each ongoing Project by 31 March of each year, except in the first year of funding, for attachment to, and submission with, the End of Year Report, on a proforma available from the ARC's website. Each Progress Report will be referred to the relevant ARC Committee for evaluation and comment. The Committee will review the outcomes against the objectives of the Project as stated in the Project Application. Any Team Leader or Chief Investigator whose Progress Report is deemed inadequate will be contacted for further information.
- 29.9 If the Committee is not satisfied with the progress of the Project, the next payment of Grant monies will not be made until satisfactory progress has been made on the Project. If satisfactory progress is still not achieved, the Grant will be terminated and all outstanding monies will be recovered by the ARC. This action will be noted against any further Project Applications submitted by, or on behalf of, the Chief Investigator or the Team Leader and may be taken into account in obtaining funding for subsequent applications under this or any other scheme.

#### *Final Report*

- 29.10 The Institution shall furnish a Final Report for each Project by 30 June of the year following the calendar year in which the final Grant payment was made, or the final year for which unspent grant funds were carried forward in accordance with 29.6. The form for this report will be supplied on the ARC's website. Each Final Report is referred to the relevant ARC Committee for evaluation and comment. The ARC reviews the outcomes against the objective of the Project as stated in the Project Application. If a Final Report is deemed inadequate, the Chief Investigator or Team Leader will be contacted for further information.
- 29.11 If the ARC is not satisfied with the outcome of the Project, this will be noted against any further applications submitted by, or on behalf of, the Chief Investigator or the Team Leader and may affect their success in obtaining funding for subsequent applications under this or any other scheme.

#### *Audited Financial Statement*

- 29.12 The Institution shall submit, by 30 June of each year following the year for which the Grant was awarded, an Audited Financial Statement. The Department of Education, Training and Youth Affairs, on behalf of the Commonwealth, will provide the Institution with a proforma for this statement. This statement will contain detailed information setting out to the satisfaction of the Commonwealth how the Grant funds were expended.
- 29.13 In completing the Audited Financial Statement, the Institution must ensure that the amount shown in that statement as 'approved carry forward funds' is the same as the amount (if any) that the Institution sought to carry over in the End of Year Report.

#### *Copyright in Reports*

- 29.14 Copyright in all reports required by these Conditions of Grant will vest in the Institution at the time of creation but the Institution grants to the Commonwealth a permanent, irrevocable, royalty-free, non-exclusive licence to use, reproduce and publish on a non-profit basis, these reports. The Commonwealth's licence is subject to the requirements of clause 29.15 below.

29.15 The Commonwealth warrants that, for a period of three years from the due date of submission of the Final Report for the Project, it will seek the agreement of the Institution before any information contained in any reports related to the Grant, which the Institution indicates is confidential and should not be disclosed, is disclosed to any person other than an officer or a member of the ARC.

### **30. Transfer of Project**

30.1 Where a Team Leader or a Chief Investigator transfers to another Institution (“the second Institution”), the Project or any equipment purchased with either the Grant funds or the Project’s Industry Partner Contribution (including any equipment which comprises the Industry Partner Contribution) must not be transferred to the second Institution unless:

- (a) the prior written approval for the transfer has been gained from the parties listed below:
  - (i) the Institution;
  - (ii) the second institution;
  - (iii) Team Leaders, Chief Investigators and Partner Investigators; and
  - (iv) the Industry Partner.
- (b) the second Institution and the Project’s Industry Partner have entered into an agreement of the type set out in clause 11.1 above; and
- (c) the Minister has approved the transfer.

30.2 The Minister may approve the transfer if:

- (a) the Responsible Officer of the Institution applies in writing to the Minister seeking approval of the transfer of the Project to the second Institution; and
- (b) the application provides evidence that:
  - (i) the parties listed in paragraph 30.1(a) above agree to the transfer; and
  - (ii) the Industry Partner for the Project will enter into an agreement with the second Institution in accordance with clause 11.1 above.

30.3 To proceed with the transfer of a Project without the written approval of the Minister is in direct contravention of these Conditions of Grant and will result in the termination of the Project.

30.4 If the Minister approves the transfer of a Project the ARC will recover unspent Grant monies from the first Institution; and vary the Conditions of Grant of the first and second Institution to reflect the transfer of the unspent Grant monies for the Project from the first Institution to the second Institution.

### **31. Recovery of Unspent Grant Monies or Overpayments of Grant Monies**

31.1 Any unspent Grant monies may be recovered by the Commonwealth under subsection 108(a) of the Act. Any overpayment of Grant monies made to an Institution may be recovered under

subsection 108(b) of the Act. The Commonwealth may offset the unspent or overpaid Grant monies against the total of any further Grant monies paid to the Institution.

### **32. Indemnity**

- 32.1 Subject to these Conditions of Grant, the Institution shall at all times indemnify and hold harmless the Commonwealth, its officers, employees and agents (in this clause referred to as “those indemnified”) from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability, reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was caused by a wilful, unlawful or negligent act or omission of the Institution, its employees, agents or subcontractors in connection with these Conditions of Grant.
- 32.2 The indemnity referred to above shall survive the expiration or termination of these Conditions of Grant.

### **33. Insurance**

- 33.1 The Institution shall effect and maintain adequate insurance or similar coverage to cover any liability arising as a result of its participation in the SPIRT Scheme and, if requested, provide the Commonwealth with a copy of the relevant policies. The Institution shall be responsible for effecting all insurances required under Worker’s Compensation legislation and for taking all other action required as an employer.

### **34 Year 2000 Compliance**

- 34.1 The Institution warrants that the date (and century) and clock fields within any electronic version of a report, or any other document, required by these Conditions of Grant, which is provided to the ARC:
- (a) generate and otherwise perform Calculations using Valid Dates, for all intervals of time including those that refer to the calendar year 2000 and beyond; and
  - (b) is Compatible with Related Products that reference years until the end of 1999 by two digits or four digits.

For the purposes of this condition:

- ‘**Calculations**’ includes without limitation arithmetic, calculations, comparison, sequencing sorting operations and any combination required, which accommodates same century and multi-century formulas and date values and date data interface values, including leap year calculations and date data century recognition.
- ‘**Compatible**’ means all Related Products’ ability to interface and continue to operate, to accept and produce a two-digit year with an implied prefix of 19.
- ‘**Related Product**’ means an item of hardware, software or firmware with which

any electronic version of the report or document shares information relating to

Calculations or with which that version needs to complete a function involving the recording of an interval of time.

- **‘Valid Date’** means the date of an actual day which is represented with four-digit year, two-digit month within year and two-digit day within a month, or any other equivalent representation.

### **35. Termination**

35.1 If the Institution fails to comply with any of these conditions then the Commonwealth may, in accordance with section 108 of the Act, require the Institution to return all or some of the Grant monies to the Commonwealth.

35.2 The Institution must terminate a Grant where:

- (a) progress is not, in the opinion of the Responsible Officer, satisfactory; or
- (b) the Industry Partner fails to meet its obligations subject to clause 12; or
- (c) the parties have agreed to the termination of the Project.

35.3 Upon termination of the Grant under clause 35.2 above:

- (a) the Institution shall take all action necessary to minimise further expenditure under the Grant; and
- (b) the Minister will, under section 108 of the Act, recover monies that have not been expended under the Grant.

### **36. Liaison**

36.1 All communications from the Institution to the ARC, or the Minister, relating to the Grant shall be made through the Responsible Officer of the Institution and shall be directed to the Director at the following address:

Director  
Programme Management Section  
Australian Research Council  
GPO Box 9880  
CANBERRA ACT 2601

Fax: (02) 6123 6900  
Email: [RBSPIRT@detya.gov.au](mailto:RBSPIRT@detya.gov.au)

**IN WITNESS WHEREOF** the parties have agreed to these Conditions of Grant on the date first above written.

**SIGNED** for and on behalf of )  
THE COMMONWEALTH OF AUSTRALIA )  
 )  
by ..... ) .....  
insert name of signatory above ) signatory to sign above  
 )  
the ..... )  
insert signatory's title above )  
of the Australian Research Council )  
 )  
In the Presence of: )  
 )  
..... ) .....  
insert name of witness above ) witness to sign above

**SIGNED** for and on behalf of )  
.....«Institution\_Name» )  
insert name of Institution above )  
 )  
by ..... ) .....  
insert name of signatory above ) signatory to sign above  
 )  
the ..... )  
insert signatory's title above )  
of the said Institution who, by signing, certifies that )  
they have the authority so to sign )  
 )  
In the Presence of: )  
 )  
..... ) .....  
insert name of witness above ) witness to sign above

# **ANNEXURE A**

## **DETAILS OF FINANCIAL ASSISTANCE PROVIDED BY THE COMMONWEALTH**

## ANNEXURE B

### ARC CONTRIBUTION TOWARDS APDI SALARY AND APAI STIPEND, RESEARCH ASSOCIATE AND SENIOR RESEARCH ASSOCIATE SALARIES AND OTHER ALLOWANCES

Levels as at 1 July 2000

Fellowship category	Increment level	\$ ARC salary provision	\$ 26% on-costs
<b>Australian Postdoctoral Research Fellowships (Industry) and Research Associates</b>	A 1	39,868	10,366
	A 2	41,333	10,747
	A 3	42,796	11,126
<b>Senior Research Associates</b>	B 1	45,049	11,713
	B 2	46,739	12,152
	B 3	48,427	12,591
	B 4	50,118	13,031

<b>Australian Postgraduate Award (Industry)</b>	Eligible persons	ARC \$ provision
Stipend - full year	Postgraduate Research Student	\$22,030
Relocation Costs		
Removal expenses	Postgraduate Research Student and spouse	Maximum of \$465 each
	Children	Maximum of \$235 per child
		Maximum of \$1,345 overall for removal expenses
Travel expenses	Postgraduate Research Student, spouse and dependants	Up to the cheapest direct economy air fare (or concession rate if applicable) <b>or</b> where a Postgraduate Research Student elects to travel by car, mileage allowance up to the equivalent of one airfare as above for the Postgraduate Research Student.
Thesis allowance APAI	Postgraduate Research Student	A maximum of up to \$415 for Masters and \$830 for PhD

# ANNEXURE C

## RESEARCH SPECIAL CONDITIONS

- C1. *Importation of Experimental Organisms:* The Institution must ensure that, before experimental organisms are imported into Australia for the purposes of a Project, they or the Chief Investigator or Team Leader of the Project must obtain agreement in principle for the importation from the appropriate Commonwealth and State authorities.
- C2. *Research Involving Humans or Animals:* If any Project conducted by the Institution involves research on or involving humans or animals, the Institution shall ensure that the codes adopted for these purposes by the National Health and Medical Research Council are complied with and that the Project may not commence without clearance from the Institution's Ethics or Biosafety Committee (or equivalent) and from any other relevant authority outside of the Institution.
- C3. *Deposition of Biological Materials:* Any biological material accumulated during the course of a Project shall be transferred to an Australian body with statutory responsibility for control of such material. If no such body is available to take control of the biological material then the Institution shall dispose of the material in accordance with the Institution's established safeguards.
- C4. *Genetic Manipulation:* If a Project involves the preparation and/or use of recombinant nucleic acids constructed *in vitro* from sources that do not ordinarily recombine genetic information, approval in writing by the Institution's Biosafety Committee (or equivalent) or the Genetic Manipulation Advisory Committee (GMAC) must be obtained.
- C5. If a Project involves, or is concerned with the use of, recombinant DNA techniques, the Institution shall ensure that the principles and guidelines established and approved from time to time by the Australian Government's Recombinant DNA Monitoring Committee are observed.
- C6. If a Project involves or concerns the use of recombinant DNA techniques on animals or humans then, before the proposed research commences, the Institution shall ensure that the research has been approved by the relevant Ethics or Biosafety Committee (or equivalent) of the Institution. The Institution shall retain all Certificates relating to the above and will provide such evidence to the Director if required to do so.
- C7. *Ionising Radiation:* If a Project involves the use of ionising radiation, the Institution shall ensure that any personnel performing procedures involving ionising radiation are appropriately trained and hold a relevant current licence from the appropriate State authority. The Institution shall retain all such licences and shall provide them to the Director if required to do so.
- C8. *Social Science Data Sets:* Any machine-readable data arising from a Project involving research relating to the social sciences should be lodged with the Australian Consortium for Social and Political Research Inc. (ACSPRI) or any other appropriate archive for secondary use by other investigators. This should normally be done within two years of the conclusion of any fieldwork relating to the Project research. If a Chief Investigator or Team Leader is not intending to do so within the two-year period, s/he should include the reasons in the Project's Final Report.

## **ANNEXURE D**

### **SPECIAL CONDITIONS APPLICABLE FOR PROJECTS WITH AN AUSTRALIAN POSTGRADUATE AWARD INDUSTRY (APAI) ELEMENT**

#### **D1. Selection of APAI Postgraduate Research Students**

- D1.1 The Institution must appoint an APAI Postgraduate Research Student for the Project who:
- (a) is an Australian citizen;
  - (b) is enrolled in a full-time postgraduate research degree at the Institution or, with the prior written agreement of the Industry Partner and the Minister, is enrolled in a part-time postgraduate research degree at the Institution;
  - (c) has an appropriate Honours 1 or high 2A (or equivalent) undergraduate degree; and
  - (d) has not previously held an Australian Postgraduate Award or APAI unless it was terminated within the first three months of the earlier award.
- D1.2 Where a Project Application nominated a particular student, the Institution may appoint the student provided the student satisfies the selection criteria in D1.1 above.
- D1.3 The Institution may relax D1.1(c) above where a candidate has developed considerable research expertise in industry, eg. graduates with some years of relevant work experience such as research personnel from industry who wish to upgrade their research skills.
- D1.4 The Institution shall select an APAI Postgraduate Research Student applicant for the Project based on merit, unaffected by the applicant's personal financial circumstances or care responsibilities and in accordance with the rules of the Institution and clauses D1.1 to D1.4 inclusive.
- D1.5 If the Institution has followed clauses D1.1 to D1.4 without being able to identify a suitable Postgraduate Research Student for the Project who is an Australian citizen, the Institution may appoint an Australian permanent resident. The Institution must not appoint an Australian permanent resident who has lived in Australia for less than twelve months without the prior written approval of the Minister.
- D1.6 The Institution may approve a reduction in the period of the postgraduate course to take account of study previously undertaken towards the APAI Postgraduate Research Student's degree.

## **D2. Commencement of APAI Postgraduate Research Students**

- D2.1 An APAI Postgraduate Research Student must commence work on the Project between 1 January and 31 October in the first year of the Grant period. However, the APAI Supervisor may apply to the Responsible Officer for permission for the APAI Postgraduate Research Student to commence on the Project after 1 November where special circumstances exist, for example, seasonal factors which delay the start of the Project.
- D2.2 Where an APAI Postgraduate Research Student is unable to commence work on the Project by 31 December of the year for which the Minister first gave approval for the Project, the APAI element of the Project is automatically terminated.

## **D3. Industry Partner Contribution**

- D3.1 In addition to the requirements of clause 11, the Institution must specifically ensure that the Industry Partner contributes at least \$5,000 cash per annum (or such larger amount as set out in the Project Application) and a further \$5,000 cash or in-kind contribution (or such larger amount as set out in the Project Application) to each APAI element of the Project. However, the Institution need not require the Industry Partner to provide an additional cash or in-kind contribution to an APAI element involving PhD research if that element is extended beyond the normal three years.

## **D4. Use of the Grant -Provision of Stipend for APAI Postgraduate Research Students**

- D4.1 The Institution shall pay to each APAI Postgraduate Research Student the stipend set out in Annexure B.
- D4.2 The stipend for an APAI Postgraduate Research Student may be payable for a maximum period of three years (unless otherwise listed as a 'Special Condition' in Column 10 of Annexure A) from the date of award for full-time studies subject to clause D4.4 below.
- D4.3 The Institution must provide each full-time APAI Postgraduate Research Student with at least the annual indexed stipend from Grant monies which is exclusive of any supplement to the stipend provided by the Industry Partner.
- D4.4 The Institution may approve an extension of up to six months for a three-year PhD degree APAI Postgraduate Research Student, where that student has formally applied for an extension and the Institution is satisfied that the grounds for the extension are beyond the student's control. The funding available is a proportion of the annual stipend based on the length of the extension and can usually be sought by the Institution in the Exceptions Report. Extensions are not available for Masters students and they are not available for Grants of less than three years.

D4.5 The amount of Grant funds available for the APAI element of a Project includes the amount specified in D4.1 above, together with the amounts payable under D5 below.

#### **D5. Use of the Grant - Relocation and Thesis Allowances**

D5.1 The Commonwealth provides, as part of the Grant funds set out in Column 5 of Annexure A available for each Project with an APAI element, an amount of \$262 for relocation costs and thesis allowance for each APAI Postgraduate Research Student in each year of the Grant period. Subject to clauses D5.2, D5.3, D5.4 and D5.5, this amount will be paid to the Institution in addition to the APAI Postgraduate Research Student's stipend.

D5.2 Reimbursement of relocation costs and thesis allowances over the upfront payment of \$262 will be provided to the Institution by the Commonwealth, up to a maximum of \$6000, on the basis of a claim as part of the Exceptions Report, provided that the APAI Postgraduate Research Student's claim was processed by the Institution within the year the claim was made and that the subsequent claim on the Commonwealth is within the amounts specified in Annexure B for relocation costs and thesis allowance. The Institution will make payments to APAI students relocating residence in order to take up their position, or for an approved transfer, provided that the student provides evidence of expenditure to the Institution within six months of the expenditure being incurred.

D5.3 The Institution must ensure that, where travel expenses are payable, they should not exceed the cost of the cheapest direct airfare (or concession rate if applicable) for the Postgraduate Research Student and their dependants. Where a Postgraduate Research Student elects to travel by car, the Commonwealth will provide a mileage allowance up to the maximum equivalent of the cheapest direct airfare.

D5.4 The Institution will make reimbursement payments to APAI Postgraduate Research Students for relocation costs (travel and removal expenses) on provision by an APAI Postgraduate Research Student of full particulars of mode and time of travel and the receipts for all other payments, eg. removal expenses.

D5.5 If the Institution has not passed to the APAI Postgraduate Research Student all or some of the \$262 referred to in clause D5.1, the amount not so passed on is to be treated as an unspent amount of the Grant and dealt with in accordance with clauses 29 or 31 of these Conditions of Grant and the Act.

D5.6 For the purposes of relocation entitlements, a dependant is defined as a person who moves residence with the APAI Postgraduate Research Student. A spouse who transfers employment to the city of the Institution may be regarded as a dependant; a child continuing to study at the former city and not intending to live with the Postgraduate Research Student or Fellow, may not be regarded as a dependant.

#### **D6. Employment, Leave and Other Conditions relating to APAI Postgraduate Research Students**

- D6.1 The Institution must ensure that APAI Postgraduate Research Students do not engage in any paid employment which contravenes the rules of the Institution and the wishes of the Industry Partner. Neither the Institution nor the Industry Partner will require an APAI Postgraduate Research Student to undertake paid employment.
- D6.2 The Institution may grant an APAI Postgraduate Research Student sick, recreation and maternity leave in accordance with the usual practice of the Institution for students on similar awards. The Commonwealth will not provide additional funds to cover accrued leave proposed to be taken after the APAI period has expired. APAI Postgraduate Research Students should therefore take recreation leave or other leave during the period of the APAI tenure.
- D6.3 The Institution must allocate each APAI Postgraduate Research Student with an Australian Postgraduate Award without Stipend for the purpose of exemption from the Higher Education Contribution Scheme.
- D6.4 The Institution may allow an APAI Postgraduate Research Student to undertake research in the Industry Partner's facilities as part of research work on the Project. During such periods, the Institution shall continue to be responsible for payment of the APAI Postgraduate Research Student's stipend, approval of the APAI Postgraduate Research Student's leave (if any) and supervision of the progress of research, although supervision by the Industry Partner is also expected.
- D6.5 Provided the Industry Partner is in agreement, the Institution may approve a part-time award where the APAI Postgraduate Research Student is able to demonstrate heavy care commitments or a medical condition precluding full-time study, including:
- (a) care responsibilities for a pre-school child; or
  - (b) care responsibilities for school-aged children as a sole parent with limited access to outside support; or
  - (c) care responsibilities for an invalid or disabled spouse, child or parent; or
  - (d) a medical condition which limits the capacity to undertake full-time study.
- However, part-time awards are not available to applicants seeking to undertake paid employment on a full-time or on a substantial part-time basis. Substantial part-time work is regarded as being more than the Institution would permit its full-time award holders to undertake without interfering with their study programmes.
- D6.6 The Institution will subject part-time APAI Postgraduate Research Students to the same restrictions on employment as full-time APAI Postgraduate Research Students.
- D6.7 The Institution shall inform the ARC in the End of Year Report of any approvals of part-time APAI Postgraduate Research Students.
- D6.8 APAI Postgraduate Research Students approved to study part-time may revert to full-time study at any time.

- D6.9 A part-time APAI Postgraduate Research Student is expected to progress at half the rate of a full-time award holder and the Institution must pay them one half the normal full-time stipend.
- D6.10 Subject to clauses D6.1 and D6.2 the Institution may approve, in consultation with the Industry Partner, an application by an APAI Postgraduate Research Student for overseas research for up to twelve (12) months, and in special circumstances, up to eighteen (18) months. The prior approval of the Minister is required where the overseas research is to commence within six (6) months of the starting date of the Project. The Institution may approve only overseas research which may be credited to the relevant Postgraduate Research Student's course of study.
- D6.11 The Institution may allow an APAI Postgraduate Research Student to take up to three (3) months' paid maternity leave for a childbirth occurring within the tenure of the APAI. Paid maternity leave may not be taken within the first twelve (12) months of an award; however, unpaid maternity leave may be accessed through the suspension provisions. Periods of paid maternity leave are in addition to the normal duration of the award. The Commonwealth will provide additional funding to the Institution to cover the three (3) months' paid maternity leave period.

#### **D7. Suspension of an APAI**

- D7.1 An APAI Postgraduate Research Student may apply to the Institution, with the consent of the Industry Partner, for a suspension of the APAI to gain work experience in industry. In exceptional circumstances the Institution may allow suspension on compassionate grounds, with the consent of the Industry Partner and the ARC.
- D7.2 If the proposed suspension is to commence after the first six (6) months of the Project and is not proposed to be longer than twelve (12) months, the Institution may, at its discretion, approve the suspension.
- D7.3 If the proposed suspension is to commence within the first six (6) months of the Project or is to be of more than twelve (12) months' duration, the Responsible Officer must apply to the Director to seek the Minister's approval of the suspension.
- D7.4 A suspension of over twelve (12) months' duration or one that commences within the first six (6) months of the Project without the written permission of the Minister will be a breach of these Conditions of Grant and will result in the immediate termination of the particular APAI.

#### **D8. Change of APAI Postgraduate Research Student**

- D8.1 If an APAI Postgraduate Research Student is no longer able to continue their Project within the first two years of the Projects commencement date, a new Postgraduate Research Student may be selected by the Institution and the Industry Partner provided that the student meets the eligibility criteria as specified in these Conditions of Grant and that the overall expenditure for the particular APAI so

affected does not exceed the amount of monies provided by the Commonwealth for the approved duration of the APAI. The Institution will be responsible for any shortfall between the amount of monies provided by the Commonwealth and the amount required for the new Postgraduate Research Student to complete their degree.

**D9. Reporting of Relinquished APAIs**

D9.1 If an APAI Postgraduate Research Student relinquishes their award, that fact must be reported in the End of Year Report.

**D10. Additional Requirements for Exceptions Report**

D10.1 The Institution must include in the Exceptions Report any changes to the type or duration of degree being undertaken by an APAI Postgraduate Research Student which will affect the amount or duration of Commonwealth funding.

**D11. Annual Progress Report**

D11.1 The Institution must require each APAI Postgraduate Research Student to provide an Annual Progress Report to the Institution's Research Office. The ARC will make available a proforma for this report on the ARC's website.

D11.2 The Institution must ensure that the Chief Investigator or Team Leader supervising the APAI Postgraduate Research Student and the appropriate Head of Department endorse the Annual Progress Report, if satisfactory, or provide further comment, if requested by the ARC.

D11.3 Annual Progress Reports are to be retained by the Research Office and submitted to the ARC on request.

**D12. Default of Industry Partner - additional APAI requirements**

D12.1 If, as a result of an Industry Partner failing to meet its obligations under these Conditions of Grant and the Institution being unable to find a replacement Industry Partner as specified in clause 12 of these Conditions of Grant, the Project is terminated. The Institution may fund an affected APAI Postgraduate Research Student as an Australian Postgraduate Award (APA) student from the Institution's APA Scheme funds.

# ANNEXURE E

## SPECIAL CONDITIONS APPLICABLE FOR PROJECTS WITH AN AUSTRALIAN POSTDOCTORAL RESEARCH FELLOWSHIP (INDUSTRY) (APDI) ELEMENT

### **E1. Commencement of APDI**

- E1.1 The Institution must ensure that APDI Fellows commence their APDI between 1 January and 31 October in the first year of the Grant period. The Institution may apply to the Director to allow an APDI Fellow to commence their APDI after 1 November where special circumstances exist, for example, where a successful APDI applicant currently holds an academic or research appointment in the Northern Hemisphere.
- E1.2 The Institution must ensure that APDI applicants do not commence their APDI until after they have been awarded their PhD.
- E1.3 Where the APDI Fellow is one of several Chief Investigators or Team Leaders on a project and it is proposed to begin the project before the APDI Fellow can commence on the Project, approval will need to be obtained from the ARC for the Project to commence. The ARC will ascertain whether the Project is viable without the APDI Fellow's participation.
- E1.4 If the ARC does not consider the Project viable without the APDI Fellow's contribution to the Project and the APDI fellow cannot commence on the Project by 31 October or by such later date approved by the Director under clause E1.1 above, the Project as a whole will be terminated.
- E1.5 Where an APDI Fellow is unable to commence their fellowship in the first year of the Grant period, the APDI element of the Project is terminated.

### **E2. Use of the Grant - APDI Fellow's Salary**

- E2.1 Unless otherwise specified in Column 10 of Annexure A and subject to clause E2.3 below, the Institution shall pay to each APDI Fellow, by way of salary, an amount at least equivalent to:
- (a) Increment Level A1, as set out in Annexure B, in the first year of the APDI;
  - (b) Increment Level A2, as set out in Annexure B, in the second year of the APDI;  
and
  - (c) Increment Level A3, as set out in Annexure B, in the third year of the APDI.
- E2.2 The Institution must make up any shortfall between the Grant funds contributed towards an APDI Fellow's salary and on-costs funded at the levels given in Annexure B and the prevailing salary levels for other academic staff at a similar level, from sources other than the Grant, so that the APDI Fellow is no worse off financially than their academic peers of similar seniority at the Institution.

- E2.3 The tenure of an APDI Fellow is up to three years, subject to the receipt of satisfactory Annual Progress Reports as required by clause E8 below. Subject to clauses E4.7 and E4.8 below, APDIs will not be extended.
- E2.4 The amount of Grant funds available for the APDI element of a Project includes the amount specified in E2.1 above, together with the relevant 26% on-costs set out in Annexure B, together with the amounts payable under E3 below.

### **E3. Use of the Grant - Relocation Allowance**

- E3.1 The Institution must make reimbursement payments from Grant monies to APDI Fellows for relocation costs (expenses related to travel and removal of household items only) on provision of full particulars of mode and time of travel and the receipts for all other payments eg. removal expenses.
- E3.2 The Institution shall ensure that, where an APDI Fellowship is awarded to an overseas resident, travel expenses claimed do not exceed the cost of the cheapest direct airfare for the APDI Fellow and their dependants. On completion of the APDI Fellowship, the APDI Fellow will be entitled to the same return airfare provisions provided that the APDI Fellow has not obtained subsequent employment in Australia for a period exceeding twelve months.
- E3.3 The Institution shall ensure that, where an APDI Fellowship is awarded to an Australian resident, travel expenses claimed shall not exceed the cost of the cheapest direct airfare for the APDI Fellow and their dependants. Where an APDI Fellow elects to travel by car, the Commonwealth will provide a mileage allowance up to the maximum equivalent of the cheapest direct airfare. On completion of the APDI Fellowship, APDI Fellow will be entitled to the same return airfare provisions and removal expenses (of household items only) provided that the APDI Fellow has not obtained subsequent employment in Australia for a period exceeding twelve months.
- E3.4 Reimbursement of relocation costs will be provided to the Institution by the Commonwealth on the basis of a claim submitted as part of the Exceptions Report or, if after 1 November, the End of Year Report, providing the claim is processed within the year the claim is made. All claims are to be made in Australian dollars and for household items only.
- E3.5 The Institution may reimburse an APDI Fellow and claim from the Commonwealth up to the following amounts for travel and removal (relocation) expenses to be paid from Grant monies:
- (a) a maximum of \$15,000 for an APDI Fellow who relocates from the USA;
  - (b) a maximum of \$12,000 for an APDI Fellow who relocates from UK / Europe / Asia (Northern Hemisphere);
  - (c) a maximum of \$9,000 for an APDI Fellow who relocates from NZ / Asia (Southern Hemisphere); and
  - (d) a maximum of \$6,000 for an APDI Fellow who relocates within Australia.

E3.6 For the purposes of relocation entitlements, a dependant is defined as a person who moves residence with the APDI Fellow. A spouse who transfers employment to the city of the Institution can be regarded as a dependant. A child continuing to study at the former city and not intending to live with the APDI Fellow cannot be regarded as a dependant.

#### **E4. Conditions of Employment of APDI Fellows**

E4.1 APDI Fellows cannot hold another position either at the Institution or at another Institution. The Institution shall confirm that successful applicants have formally resigned from their positions before taking up APDI Fellowships at the Institution.

E4.2 The Institution shall recognise research APDI Fellows as academic staff and incorporate them fully into the activities and academic life of the Institution, but should note that limits do apply (see following clause). Unless the Minister otherwise determines, the provision of salaries, recreation leave, sick leave and other conditions of employment for APDI Fellows shall be those of the Institution.

E4.3 Additional teaching, research supervision or academic duties are not discouraged but should enhance, rather than detract from, the APDI Fellows' research. APDI Fellows may not accept additional appointment or remuneration without the prior agreement of the Institution and the Minister.

E4.4 The Institution shall ensure that, during the tenure of the APDI Fellowship, a APDI Fellow shall be entitled to leave of absence for recreation at the rate of four weeks per annum, to be taken at any time by arrangement between the APDI Fellow and the Institution. However, the Commonwealth will not provide additional funds to cover accrued leave proposed to be taken after the APDI Fellowship period has expired. APDI Fellows should therefore take their recreation leave during the period of APDI Fellowship tenure.

E4.5 The Institution shall ensure that eligible APDI Fellows are entitled to up to twelve weeks' paid maternity leave, in addition to the duration of their APDI Fellowship. The Commonwealth will provide up to twelve weeks' additional funding, where necessary, for this purpose. The normal mechanism for claiming the additional Grant monies for this purpose will be through the End of Year Report.

E4.6 The APDI Fellow may take a total of twelve months' leave through the duration of the APDI Fellowship where it is in accordance with the Institution's practice, using accrued leave or leave without pay.

#### **E5. Suspension of an APDI**

E5.1 An APDI Fellow may apply to the Institution, with the consent of the Industry Partner, for a suspension of their APDI to gain work experience in industry.

E5.2 If the proposed suspension is to commence after the first six (6) months of the Project and is not proposed to be longer than twelve (12) months, the Institution

may, at its discretion and with the consent of the Industry Partner, approve the suspension.

- E5.3 If the proposed suspension is to commence within the first six (6) months of the Project or is to be more than twelve (12) months' duration, the Responsible Officer must seek written approval from the Minister. The Minister may seek advice from the relevant committee of the ARC before making a decision.
- E5.4 A suspension of over twelve (12) months' duration or one that commences within the first six (6) months of the Project without the written permission of the Minister will be a breach of these Conditions of Grant and will result in the immediate termination of the particular APDI.

**E6. Change of APDI Fellow**

- E6.1 If an APDI Fellow is not able to continue their Project, the APDI element of the Project is terminated.

**E7. Additional Reporting Requirement - Relinquishment of APDIs**

- E7.1 If an APDI Fellow relinquishes their award, that fact must be reported in the End of Year Report.

**E8. Additional Reporting Requirement - Annual Progress Report**

- E8.1 The Institution must ensure that each APDI Fellow provides an Annual Progress Report by 31 March of each year for attachment to, and submission with, the End of Year Report, on a proforma available from the ARC Web site at:

[http://www.arc.gov.au/grants/grants\\_spirt.htm](http://www.arc.gov.au/grants/grants_spirt.htm)

This APDI Progress Report is in addition to the Progress Report specified in clause 29.6.

- E8.2 The Institution must ensure that the appropriate Head of Department endorses the Annual Progress Report, if satisfactory, or provides further comment, if necessary.
- E8.3 Each Annual Progress Report will be referred to the relevant sub-panel of the ARC for consideration of progress. Further information may be sought by the ARC only if, in the opinion of the ARC, the research is not progressing satisfactorily.

## **ANNEXURE F**

### **GUIDELINES FOR THE EVALUATION OF THE ADEQUACY OF INDUSTRY PARTNER IN-KIND CONTRIBUTIONS FOR THE SPIRT SCHEME**

These guidelines are to be used in determining the value of in-kind Industry Partner Contributions that are required to be provided by Industry Partners to the Institution to at least match the financial assistance to be provided by the Commonwealth for Projects within the SPIRT Scheme.

#### **A. Underlying principles and practical considerations**

1. The primary objectives in examining the Industry Partner Contribution are to ensure that:
  - the available support is adequate for the successful completion of the Project;
  - the cost of the Industry Partner Contribution matches at least dollar-for-dollar the financial assistance provided by the Commonwealth over the life of the Project (except for APAIs);
  - the Industry Partner Contribution is in accordance with the budget, aims and research plan contained in the Project Application submitted by the Institution; and
  - that APAI students are supported by a \$5,000 cash and a \$5,000 in-kind contribution by the Industry Partner for each year they are to receive a stipend.
2. Unless otherwise specified in the Project Application, a minimum cash contribution by the Industry Partner of 20% of the Commonwealth's financial assistance is required.
3. In-kind contributions that are shown to be essential and central to the conduct of the Project are given full recognition in evaluating the dollar-for-dollar contribution; however, claims of contributions that are not fully documented in the End of Year Report will be closely examined by the ARC. The onus is on the Institution to establish the merit of the case for recognition of the level and extent of the in-kind contribution.
4. For each APAI stipend awarded, Industry Partners must provide the Institution with a minimum annual cash contribution of \$5,000 or the amount specified in the Project Application, whichever is the larger, for each year the student is to receive a stipend on the basis that the Project has been approved by the Minister at the level of Industry Partner Contribution specified in the Project Application. Industry Partners must also provide a further minimum annual cash or in-kind contribution of \$5,000 or more in line with the amount specified in the Project Application. Where an APAI is extended by up to six (6) months for a PhD student, the Industry Partner is not required to provide further cash or in-kind contributions.
5. With the exception of the above APAI-related Industry Partner Contribution, if the amount of Commonwealth funding approved for a SPIRT Project varies from the amount applied for, the Chief Investigator or Team Leader must discuss the matter with the Industry Partner. Where the Industry Partner agrees the research Project is viable within the parameters of the varied amount of Commonwealth funding pro-rata, adjustments may be made to the Project Application budget in accordance with clause 11. The Chief Investigator or Team Leader is responsible for providing the Research Office of the higher education Institution with evidence of any such Industry Partner agreement for Grant acquittal and reporting purposes.

6. In-kind contributions to a Project may include scientific liaison and management, direct technical support, or unique access to reagents or equipment.
7. Corporate membership or subscription fees in industrial consortia do not qualify as Industry Partner Contributions but the allocation of designated research funds, together with the identification of the linkages between the member and the Project, do qualify.

**B. Guidelines for recognising in-kind budget items in Industry Partner Contributions**

This list is not all-inclusive. If in doubt as to the acceptability of a particular item, consult the Director, Programme Management Section, Australian Research Council.

<u>Category</u>	<u>Accepted</u>	<u>Not Accepted</u>
<b>Access to unique databases</b>	Incremental costs of access	Cost of collecting the database
<b>Analytical and other services</b>	Internal rates	Commercial rates
	Incremental cost of providing service	
<b>Equipment</b>	<b>Contributed - Used</b> - fair market value - company book value - price for internal transfers	List price or discounted list price  Rental equivalents exceeding accepted values had the equipment been donated or sold
	<b>Contributed - New</b> - selling price to most favoured customer (if stock item) - cost of manufacture (if one of a kind) - cost of purchase	Development costs
	<b>Loaned</b> - rental equivalent based on depreciation - rental rate equivalent to highest-volume user	
	<b>Sold</b> - difference between discounted price and selling price to most favoured customer	

<b><u>Category</u></b>	<b><u>Accepted</u></b>	<b><u>Not Accepted</u></b>
<b>Materials</b>	Unit cost of production for commercial products  Selling price to most favoured customer  Price for internal transfers  Cost of production of prototype and samples	Development costs (unless it is an integral part of the Project proposal)
<b>Patents and licences</b>	Licences acquired from third parties for use by the university	Patents  Licensing fees paid to the university
<b>Payments concerning the Chief Investigator or Team Leader</b>	Payment to the university for release time from teaching duties	Payment to the Chief Investigator or Team Leader as consulting fees or honoraria (additional to normal salary)
<b>Salaries</b>	Typical salary cost (including overheads) at internal rates	External charge-out or consultant rates  Costs relating to administrative support where overhead has been included in salary costs
<b>Contributed software</b> (need to distinguish between existing software used as a tool for analytical purposes and the collaborating Industry Partner's contribution to developing new software tools where this is one of the main objectives of the proposal)	Copying costs  Licensing cost  Documentation cost  Cost of training and support of software  Cost of equivalent commercial product (where donated software is not commercially available)	Development costs
<b>Travel</b>	Travel costs to meet with university personnel	Conference travel

<p><b>Use of facilities</b></p>	<p>Internal rates for logistical support and travel allowance for university personnel working on collaborating Industry Partner premises or on field work</p> <p>Internal rates for use of specialised equipment by university personnel or use of process or production lines</p> <p>Internal rates for value of lost production resulting from down time</p>	<p>Use of equipment by collaborating Industry Partner personnel.</p> <p>Space for collaborating Industry Partner activities outside the scope of the specific proposal</p> <p>Equivalent commercial rates</p>
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